

OHIO DEPARTMENT OF HUMAN SERVICES AND THE OHIO DEPARTMENT OF ALCOHOL AND DRUG ADDICTION SERVICES INTERAGENCY AGREEMENT A-00-07-513

I. PURPOSE

This agreement is entered into by the Ohio Department of Human Services (hereinafter "ODHS") and the Ohio Department of Alcohol and Drug Addiction Services (hereinafter "ODADAS") to establish a subrecipient relationship between the departments with regard to providing access to behavioral health services for Medicaid eligible clients by:

Providing access to alcohol and drug addiction (AOD) services

Developing strategies for managing the Medicaid behavioral health services, including responsibility that may transfer to ODADAS;

Establishing and maintaining an eligibility verification system which will be part of a claims and encounter reporting system for managing behavioral health care services; and

Authorizing the transfer of federal funds from ODHS to ODADAS.

This agreement is applicable to those services covered by the Medicaid program as set forth in Title XIX of the Social Security Act and includes the Medicaid expansion as set forth in Title XXI of the Social Security Act. Eligible Medicaid consumers include OWF-related, ABD and AFC placement populations as well as Healthy Start consumers including those uninsured children covered under the federal Children's Health Insurance Program (CHIP).

II. DEFINITIONS

ABD	Aged, Blind and Disabled is one of the eligibility requirements for Medicaid
ADCDS	The ODADAS Alcohol/Drug Client Data System
AFC	Foster care recipients placed in out-of-home placement arrangements
AOD Treatment Services	Alcohol and other drug (AOD) treatment services provided for the assessment and treatment of persons who abuse alcohol and other drugs. Services include: <ul style="list-style-type: none"> • Assessment Service (OAC 3793:2-8) • Crisis Intervention (OAC 3793:2-1-9) • Detoxification Service (OAC 3793:2-1-10) • Individual Counseling Service (OAC 3793:2-1-11) • Group Counseling Service (OAC 3793:2-1-12) • Medical/Somatic Service (OAC 3793:2-1-13) • Drug Screening Analysis (OAC 3793:2-1-14) • Methadone Administration Service (OAC 3793:2-1-15)

DEC 14 1999

- Case Management Service (OAC 3793:2-1-16)
- Intensive Outpatient Service (OAC 3793:2-1-17)

OD Program	An alcohol and other drug program means an organized effort designed to provide one or more of the following AOD services: prevention, intervention, treatment, training, research and evaluation, and methadone. An AOD treatment program must be certified by ODADAS in accordance with Ohio Revised Code section 3793.06 and 3793.11.
Boards	Alcohol Drug Addiction and Mental Health (ADAMH) Services Boards and the Alcohol and Drug Addiction Services (ADAS) Boards which have contracts with ODADAS to arrange for the provision of Community Medicaid AOD services.
CHIP	The Children's Health Insurance Program as set forth in Title XXI of the Social Security Act.
FFP	Federal Financial Participation for a state expenditure
FFS	This refers to those physical health care providers in the ODHS Medicaid fee-for-service system.
HCFA	Federal Health Care Financing Administration
HMOs	These are the health maintenance organizations currently providing health care to Ohio's TANF-related and Healthy Start recipients in mandatory and voluntary managed care counties.
Healthy Start	One of the ADC-related federal categories used to identify Medicaid eligibility
HIC	Health Insurance Corporation
MACSIS	The Multi-Agency Community Services Information System which will serve as the electronic claims and encounter reporting system
Medicaid	The health insurance program as set forth in Title XIX of the Social Security Act
MMIS	Medicaid Management Information System
ODADAS	Ohio Department of Alcohol and Drug Addiction Services
ODHS	Ohio Department of Human Services
OPAM	Ohio Public Assistance Manual
OWF	Ohio Works First program

III.

RESPONSIBILITIES OF THE OHIO DEPARTMENT OF HUMAN SERVICES

The following duties shall be performed by ODHS:

A. Program Related

1. Recognize ODADAS-certified AOD treatment programs as Medicaid providers.

99-010 ATTACHED DEC 14 1999
 0011 07/10/00

2. Serve as the final arbiter of Medicaid provider agreement disputes by conducting administrative hearings in accordance with Chapter 119 of the Revised Code when an ODADAS-certified AOD program is denied a community AOD Medicaid agreement or when a community Medicaid contract is terminated by the ADAMH/ADAS Board to which the community AOD treatment program has applied or entered into an agreement.
3. Promulgate administrative rules and Medicaid state plan amendments related to AOD services provided by AOD treatment programs.
4. Notify ODADAS of providers who have been terminated as Medicaid providers for fraud and abuse.
5. Share, as part of its utilization review activities, Medicaid information with ODADAS for the purpose of identifying persons with alcohol and other drug related problems and evaluating the treatment patterns of persons with the disease of alcohol and other drug addiction who receive Medicaid services. Information shared concerning Medicaid consumers will be limited to the following:
 - a. Medical Assistance identification numbers;
 - b. Consumer names and addresses;
 - c. Medical services provided;
 - d. Medical data, including diagnoses and past history of disease and disability; and
 - e. Agency evaluation of personal information.

B. Fiscal Related

1. Operate the MMIS claims system to adjudicate community AOD treatment service claims submitted by ODADAS.
2. Transfer FFP for appropriately adjudicated AOD service claims. The transfer of FFP under the provision is not subject to the interest provisions of the Ohio Revised Code Section 126.12.
3. File in Ohio Administrative Code those services which are reimbursable covered services and obtain HCFA approval through the Medicaid state plan.
4. ODHS may suspend payment of claims upon 30 days notice if it reasonably believes ODADAS and/or the ADAMH/ADAS Boards are not in material compliance with the requirements of this agreement or with state or federal laws or rules which govern the Medicaid program.
5. Recognize the costs of doing A-133 audits at the AOD treatment program level when the costs are allowable in the development of AOD program rates.
6. Notify ODADAS timely of receipt of any notification from the federal government regarding deferral or disallowance of any claim made for Medicaid services. ODHS shall coordinate the State's response with ODADAS regarding any such notifications within the time limits prescribed by the notice.
7. Upon receipt of any notice of a disallowance or deferral under 45 CFR Part 201, Subpart B of claim, including any penalties assessed for Medicaid services furnished pursuant to this contract, ODHS will reduce by an amount equal to the amount disallowed or deferred, payments made in response to ODADAS monthly invoices until such time as the full amount is recovered.
8. Cooperate with ODADAS in preparing appeals of adverse federal audit exceptions, when ODHS considers an appeal is warranted. If subsequently ODHS' or ODADAS' position is upheld on appeal, funds withheld from deferral or audit exceptions will be restored to ODADAS upon availability of FFP.

TIN No 99-010 APPROVAL DATE DEC 14 1999
 SIGNED mc 11 mtallog

C. Managing Behavioral Health Services

1. Work with ODADAS to assist it in its development of strategies for managing, promoting and assuring access to Medicaid behavioral health services throughout the state, including responsibility that ODHS may transfer to ODADAS upon HCFA approval.
2. Provide staff assistance and information to ODADAS to assist it in its establishment of an eligibility verification system which will be part of a claims and encounter reporting system (MACSIS) for managing these behavioral health care services.

D. General

1. Determine eligibility of Medicaid applicants on a timely basis according to appropriate provisions of state and federal law, regulations and rules, the OPAM, and the Medicaid state plan.
2. Work with ODADAS to provide necessary information and technical assistance when appropriate in order for ODADAS to properly discharge its responsibilities under Section IV of this agreement.
3. Monitor ODADAS performance under this agreement and compliance with applicable state and federal laws, rules and regulations.
4. Review the State Auditor's A-133 audit of ODADAS to ensure that ODADAS is properly performing sub-recipient (subcontractor) monitoring and conducting corrective action follow-up.
5. Act as the single state agency for Ohio's Medicaid program.
6. Be responsible for receiving, replying to and arranging compliance with any audit by the appropriate state or federal auditor directly related to the provisions of this agreement.
7. Work with HMOs and FFS providers to ensure that behavioral health and physical health care is coordinated with Mental Health, Alcohol Drug Addiction and Mental Health, and Alcohol and Drug Addiction Services Boards and other stakeholders.

IV.**RESPONSIBILITIES OF OHIO DEPARTMENT OF ALCOHOL AND DRUG ADDICTION SERVICES**

The following duties shall be performed by ODADAS:

A. Program Related

1. Promulgate rules regarding standards of participation for AOD treatment programs.
2. Assure that community AOD treatment programs which provide services under this agreement are certified by ODADAS in accordance with Ohio Administrative Code Chapter 5101:3-30 and Ohio Revised Code 3793.06 - 3793.11. Certification and documentation activity shall be performed in accordance with 42 CFR 440.13(d) and 42 CFR 431.610(f).
3. Assure that ODADAS-certified providers have the right to appeal adverse decisions and that timely review determinations by ODADAS are made regarding appeals by community AOD treatment programs in instances of action by the ADAMH/ADAS Boards to deny or terminate community AOD Medicaid agreements. ODADAS must issue its determinations on appeal by AOD treatment programs within forty-five (45) days of receiving an appeal request. If ODADAS determines that an agreement should be awarded or not terminated, ODADAS will require the Board to award or continue the agreement. If the Board refuses to award or continue the contract, ODADAS and/or the program may forward the appeal to ODHS. If ODADAS affirms the denial or termination, it will forward the appeal to ODHS to

99-010 APPROVED DATE DEC 14 1996

hold an administrative hearing on the matter. ODADAS shall assure the AOD treatment programs do not experience unnecessary delays in receiving decisions on Medicaid agreements from ADAMH/ADAS Boards. An AOD treatment program which has submitted all information to make a decision on a Medicaid agreement may appeal a delay as it would an adverse determination.

4. Assure that fundamental Medicaid requirements including, but not limited to, those enumerated below are stipulated and adhered to in Medicaid agreements between ODADAS and ADAMH/ADAS Boards, and between ADAMH/ADAS Boards and community AOD treatment programs.
 - a. ODADAS and ADAMH/ADAS Boards must adhere to the provision of 42 CFR 431.51 "Free Choice of Providers." This means that any community AOD treatment program certified by ODADAS that meets the information system reporting and financial documentation requirements established by ODADAS must be awarded an agreement by the ADAMH/ADAS Board. Additionally, an ADAMH/ADAS Board is not permitted to deny an agreement to an ODADAS-certified AOD treatment program on the basis of the county in which the program is located. Additionally, a Medicaid consumer cannot be denied from obtaining treatment services from any ODADAS-certified AOD treatment program providing services under this agreement. The Board shall pay claims to any ODADAS-certified AOD treatment provider with which the Board has a Medicaid agreement for any consumer regardless of county of residence.
 - b. Neither ODADAS nor any ADAMH/ADAS Board is permitted to take any action to limit the amount, duration, or scope of services provided under this agreement except to the extent such limits are established in the Medicaid state plan or in administrative rules promulgated by ODHS.
5. Provide for disclosure of survey information as required in 42 CFR 431.115.
6. Establish guidelines governing the manner in which ADAMH/ADAS Boards and community AOD treatment programs which provide community AOD treatment services covered under this agreement in order to ensure compliance with the provisions of this agreement and all the requirements of federal or state law or rules governing the Medicaid program. Such mandatory guidelines may be implemented through Medicaid agreements between ODADAS and ADAMH/ADAS Boards, and between ADAMH/ADAS Boards and community AOD treatment programs.
7. Permit community AOD treatment programs to subcontract for the provision of services herein. Those subcontractors/contractors who are not currently Medicaid providers must not have been terminated from the Medicaid program for suspected or proven abuse or fraud.
8. All subcontractors are subject to the terms of this agreement and the AOD treatment program shall be fully responsible for the performance of any subcontractor. An ADMAH/ADAS Board may not require a qualified AOD treatment program who seeks a direct Medicaid agreement with the ADAMH/ADAS Board to subcontractor in lieu of a direct Medicaid agreement.
9. Assure that the ODADAS Medicaid standard form contract and ODHS Provider Agreement attached herein are used by local Boards and are not subject to alteration or amendment in any way.
10. Review, upon written request by ODHS or its designee, Medicaid information and advise ODHS or its designee regarding treatment patterns of persons with alcohol and other drug related problems and the cost and/or expenditures for such treatment patterns. The confidentiality requirements set forth in Article VI (F) of this agreement must be followed.

70-09-C10
000000

DEC 14 1999

Rev. 4/97

B. Fiscal Related

1. Process claims submitted by participating ODADAS-certified Medicaid contracted programs in accordance with federal regulations and MMIS requirements.
2. Submit a machine readable tape to ODHS in a data processable format and submit this tape at the same time any other tape is submitted by ODADAS to ODHS for Title XIX processing.
3. Submit all claims within 365 days from the date of service to be considered an allowable claim. Any claim submitted with a service date of 365 days or older will be rejected as a non-reimbursable service, unless the provisions of rule 5101:3-10-07(F)(1), (2), or (3) apply. Claims submitted under this agreement are not subject to the interest provisions of ORC Section 126.12.
4. Assure ADAMH/ADAS Boards make payment in full for Medicaid claims submitted prior to claiming FFP.
5. Assure cost reconciliation of reimbursed service costs is performed in accordance with 5010:3-30-04 of the Ohio Administrative Code. Maintain sufficient detail at each AOD program to document payments and justify an audit trail to the discrete unit of service and its unit price. ODADAS and each AOD treatment program must maintain necessary records to substantiate any claims made.
6. Ensure that the reconciliation methods for non-Medicaid services do not limit, directly or indirectly, payments to AOD treatment programs for Medicaid services.
7. Establish a prospective rate for each type of Medicaid covered service and bill the rate per person per date of service.
8. ODADAS may bill for the administrative costs incurred in the administration of MACSIS if the following conditions are met:
 - a. Only direct costs can be claimed for full-time employees and/or for costs claimed under contract;
 - b. Prior federal approval is obtained for indirect costs claimed under the contract including data processing expenses associated with the processing of claims submitted for participating mental health and alcohol and other drug addiction programs in accordance with federal regulations and MMIS requirements; and
 - c. Sufficient documentation must be submitted to ODHS with the billing to justify the amount.
9. Submit invoice via Intra-State Transfer Voucher, or a form specified by ODHS, for administrative costs incurred in the administration of this program, if the following conditions are met:
 - a. Only direct costs can be claimed for full-time employees or contract employees 100% of whose contract time is spent on Medicaid activities;
 - b. Prior federal approval is obtained for indirect costs claimed under this contract including data processing expenses associated with the processing of claims submitted for participating AOD programs in accordance with federal regulations and MMIS requirements;
 - c. Sufficient documentation must be submitted with the billing to justify the amount; and
 - d. Administrative costs will be reimbursed at the prevailing FFP rate; and
 - e. The Office of Management and Budget Circular A-87 will be used for determining reasonable costs.

TR 09-010
SEP 11

APPROVAL DATE DEC 14 1999

10. Assure that audit exceptions are responded to in the manner enumerated below:
 - a. ODADAS shall provide to ODHS any information which is necessary to respond to any audit exception; and
 - b. ODADAS shall pay to ODHS the full amount of any liability against Title XIX from the federal government resulting from such adverse audit exception generated by provisions of this contract, except when it has been established that the loss of the FFP was caused by ODHS.
11. Accept any reduction pursuant to 45 CFR Part 201, Subpart B. Funds will be withheld as outlined in Article VI (J) of this agreement.
12. Assure that no fee is charged by ODADAS or the ADAMH/ADAS Boards to the AOD programs for any cost associated with transferring of funds, contracting, or administrative fees.
13. Assure that no capitation-like payment arrangement between ADAMH/ADAS Boards and providers is applied to Medicaid funds. Additionally, assure that no payment arrangements between ADAMH/ADAS Boards and providers applicable to non-Medicaid services function in any manner, directly or indirectly, to put Medicaid expenses or revenues at risk or to otherwise limit consumers' access to or use of Medicaid services or to limit payments to AOD agencies for such services.
14. Assure that services claimed for reimbursement under any other federal program cannot be charged to Title XIX. This exclusion does not apply to persons eligible for Medicare crossover. A community AOD treatment program or subcontractor cannot be reimbursed by ODHS for services reimbursed by ODADAS under provisions of this agreement.
15. Submit on a quarterly basis a two-year estimate of ODADAS anticipated expenditures. Sixty days prior to the start of a quarter, ODADAS must give ODHS a monthly estimate for that quarter and a quarterly estimate for the next seven quarters. Failure to submit the two-year projection on a quarterly basis will result in reimbursement being withheld for that quarter. The report must be sent to ODHS, Office of the Budget, 30 East Broad Street, 30th Floor, Columbus, Ohio 43215.

C. Managing Behavioral Health Services

1. Develop strategies for managing, promoting and assuring access to Medicaid behavioral health services throughout the state, including responsibility that ODHS may transfer to ODADAS. Strategies may include, but are not limited to, the implementation of an RFP vendor selection process or the development of alternative payment structures.
2. In conjunction with ODMH, establish MACSIS, a claims and encounter reporting system including Medicaid eligibility verification which supports the management of service responsibility transferred to both departments.
3. Jointly, with ODHS, establish a procedure for identifying duplicate service delivery between AOD treatment programs and HICs and between AOD programs and providers paid directly by ODHS. Additionally, AOD treatment providers shall not bill both ODADAS and ODHS for a single service event. ODADAS agrees that billing for the same person on the same day to both ODADAS and ODHS is not allowable.

D. General Responsibilities

1. Take any action necessary not expressly prohibited by state or federal law or regulations to assure compliance with the requirements of this Medicaid agreement, the Medicaid state plan, ODHS administrative rules and federal Medicaid regulations.

CR-010
CR-11
DEC 14 1999
07/11/99

2. Perform monitoring of its subrecipients and conduct corrective follow-up actions as necessary.
3. Carry out the responsibilities specified in this interagency agreement as a subrecipient.
4. Assure the maintenance of records in accordance with federal regulations. ODADAS shall also assure the maintenance of records necessary to fully disclose the extent and nature of AOD services provided by all participating AOD programs for a period of six years after reimbursement for services. If an audit has been started, the records shall be retained until the audit is completed and all exceptions are resolved. ODADAS shall assure that all records are available upon request from ODHS, the State Auditor, HCFA, and/or any duly authorized representative for audit purposes. Such records shall include, but not be limited to:
 - a. Consumer information;
 - b. Description of discrete service components, Medicaid and non-Medicaid, and source of payment;
 - c. Identification of the service site; and
 - d. Dates of service for each discrete service component by consumer.
5. Work with the Mental Health, Alcohol Drug Addiction and Mental Health, and Alcohol Drug Addiction Services Boards to ensure that behavioral health and physical health care and services delivery is coordinated with HMOs and FFS physical health care providers and other stakeholders.
6. Inform providers eligible for Medicaid participation pursuant to rule 5101:3-30-01 of the Administrative Code, to cooperate with Health Insurance Corporations (HICs) or similar entities which enter into contracts with ODHS to provide medical care on a risk basis to eligible consumers participating in Ohio's Medical Assistance programs as set forth in Chapters 5101:3-26 and 5101:3-36 of the Administrative Code. The scope of that cooperation shall include, but not be limited to, those matters pertaining to:
 - a. Service delivery protocols;
 - b. Quality assurance;
 - c. Utilization review;
 - d. Record keeping and reporting;
 - e. AOD assessment and treatment of pregnant Medicaid consumers referred by HICs, as required by ORC Section 5111.017, and submittal of data required by ODADAS on a monthly basis for sharing with ODHS; and
 - f. Other activities including, but not limited to, those identified in 42 CFR 434; Chapter 5101:3-26 of the Ohio Administrative Code; and the Risk Contract between ODHS and the HIC or similar entity as set forth in Ohio Administrative Code 5101:3-26. ODADAS shall notify providers contracting with local Boards to participate in evaluations and audits authorized by ODHS, HCFA, the Comptroller General of the United States, the State Auditor or their duly authorized representatives relative to evaluating the quality, appropriateness, and timeliness of services provided to eligible consumers receiving services pursuant to this agreement and the agreement between ODHS and its risk based contractors.

TH No. 99-010 APPROVAL DATE DEC 14 1999
98-11 07/01/99

**V.
COMPENSATION**

ODHS agrees to reimburse ODADAS, upon proper invoicing and preparation of an Intra-State Transfer Voucher the current FFP for services provided in accordance with Chapter 5101:3-30 of the Administrative Code. Total amount of FFP reimbursement shall not exceed \$36,000,000 for FY 00 and \$36,000,000 for FY 01. Such reimbursements shall occur after receipt of FFP from HCFA by ODHS.

- B. ODHS agrees to reimburse ODADAS, upon proper invoicing and preparation of an Intra-State Transfer Voucher, the administrative rate of FFP for services provided including reimbursement for the implementation and operation of MACSIS (Multi-Agency Community Services Information System). Such reimbursement shall occur after receipt of FFP from HCFA by ODHS.

Administrative costs allowed by HCFA for the implementation of MACSIS will be reimbursed at the prevailing FFP rate. The Office of Management and Budget Circular A-87 will be used for determining reasonable costs.

- C. This agreement is contingent upon the availability of state and/or local public alcohol and drug addiction treatment funds and Medicaid FFP. If the Ohio General Assembly, the federal government, or any other source at any time disapproves or ceases to continue funding ODHS for payments due hereunder, this agreement is terminated as of the date funding expires without notice or further obligation of ODHS except that ODHS will subsequent to termination provide written notice in accordance with Article VI (B.2).
- D. All obligations in this agreement are subject to the requirements of Section 126.07 of the Ohio Revised Code.
- E. All obligations in this agreement are further subject to approval by HCFA; if ODHS receives notice that the agreement is not approved, both parties agree to work diligently to comply with HCFA requirements. If not able to meet them, then ODHS may terminate.

**VI.
GENERAL PROVISIONS**

A. Effective Dates

This agreement will become effective on July 1, 1999 and will remain in effect until June 30, 2001, subject to the cancellation provisions contained in this agreement.

B. Termination by Notice

1. This agreement may be terminated by either party upon 30 days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the following persons: if ODADAS is terminating the agreement, to Director, Ohio Department of Human Services, 30 East Broad Street, 32nd Floor, Columbus, Ohio 43266-0423; or, if ODHS intends to terminate the agreement, to Director, Ohio Department of Alcohol and Drug Addiction Services, 280 North High Street, Nationwide Plaza 2, Columbus, Ohio 43215-2539.
2. This agreement may be terminated immediately in the event there is a loss of funding, disapproval by a federal administrative agency, or upon discovery of non-compliance with any federal or state laws, rules or regulations. In the event termination is pursuant to this paragraph B.2., a notice specifying the reasons for termination shall be sent as soon as possible after the termination in accordance with the procedures set forth in Article VI., paragraph B.1.

C. Breach and Default

Upon breach or default of any of the provisions, obligations, or duties embodied in this agreement, the parties may exercise any administrative contractual, equitable, or legal remedies available, without limitation. The

APPROVAL DATE DEC 1 1999

waiver or any occurrence of breach or default is not waiver of such subsequent occurrences, and the parties retain the right to exercise all remedies mentioned herein.

Amendments

This agreement may be modified or amended provided that any such modification or amendment is in writing and is signed by the directors of the agencies. It is agreed, however, that any amendments to laws, rules, or regulations cited herein will result in the correlative modification of this agreement, without the necessity for executing written amendment.

E. Equal Employment Opportunity

In carrying out this Agreement, the ODADAS shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or Vietnam-era veteran status. The ODADAS shall ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or Vietnam-era veteran status. Such action shall include, but not be limited to the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

The ODADAS agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the ODADAS complies with all applicable federal and state non-discrimination laws. The ODADAS shall, in all solicitations or advertisements for employees placed by or on behalf of the ODADAS, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, sexual orientation, Vietnam-era veteran status, disability or age. The ODADAS shall incorporate the foregoing requirements of this paragraph in all of its Contracts for any of the work prescribed herein, and shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

F. Confidentiality of Information

The parties agree that they shall not use any information, systems, or records made available to either party for any purpose other than to fulfill the obligations specified herein. The parties agree to be bound by the same standards of confidentiality that apply to the employees of either party and the State of Ohio. The terms of this section shall be included in any subcontracts executed by either party for work under this agreement. ODADAS specifically agrees to comply with state and federal confidentiality laws and regulations applicable to the programs under which this agreement is funded which include, but are not limited to Section 2.31 of P.L. 93-282 and 42 CFR, Part 2. ODADAS is responsible for obtaining copies of all ODHS rules governing confidentiality and for assuring compliance with the rules by employees and contractors of ODADAS.

G. Compliance with Federal and State Laws, Rules and Regulations

ODADAS agrees to comply with all federal and state laws, rules, regulations, and auditing standards which are applicable to the performance of this agreement.

H. Partial Invalidity

A judicial or administrative finding, order, or decision that any part of this agreement is illegal or invalid shall not invalidate the remainder of the agreement.

I. Records Retention

All records relating to costs, work performed and supporting documentation for invoices submitted to ODHS by ODADAS along with copies of all deliverables submitted to ODHS pursuant to this agreement shall be retained and made available by ODADAS for audit by the State of Ohio (including, but not limited to ODHS, the Auditor of State of Ohio, Inspector General or duly authorized law enforcement officials) and agencies of the

United States government for a minimum of six years after final payment under this agreement. If an audit is initiated during this time period, ODADAS shall retain such records until the audit is concluded and all issues resolved.

J. Audit Exceptions

1. ODHS shall be responsible for receiving, replying to, and arranging compliance with any audit exception found by any state or federal audit of this Agreement as it pertains to federal or ODHS funding of the Agreement. ODHS shall timely notify ODADAS of any adverse findings which allegedly are the fault of ODADAS. Upon receipt of notification by ODHS, ODADAS shall fully cooperate with ODHS and timely prepare and send to ODHS its written response to the audit exception.
2. ODADAS shall be liable for any audit exception that results solely from its acts or omissions in the performance of this agreement. ODHS shall be liable for any audit exception that results solely from its acts or omissions in the performance of this agreement. In the event that the audit exception result from the acts or omissions of both ODHS and ODADAS, then the financial liability for the audit exception shall be shared by the parties in proportion to their relative fault. In the event of a dispute concerning the allocation of financial liability for audit exceptions, the parties agree that the dispute shall be referred to the Office of the Governor for a final, binding determination which allocates financial liability.
3. For the purpose of this section, the term "audit exception", shall include federal disallowances and deferrals.

K. Liability Requirements (other than audit)

To the extent allowable by law, agency agrees to hold the other agency harmless from liability, suits, losses, judgments, damages or other demands brought as a result of its actions or omissions in performance of this agreement. However, in the event that an agency is subject to liability, suits, losses, judgments, damages or other demands which are due to the acts or omissions of the other agency, the other agency will not be held harmless.

L. Resolution of Disputes

The agencies agree that the directors of the agencies shall resolve any disputes between the agencies concerning responsibilities under or performance of any of the terms of this agreement. In the event the directors cannot agree to an appropriate resolution to the disputes they shall be referred to the Office of the Governor for a final, binding determination resolving the dispute.

M. Child Support Enforcement

ODADAS agrees to cooperate with ODHS and any Ohio Child Support Enforcement Agency (CSEA) in ensuring employees of ODADAS meet child support obligations established under state law. Further, by executing this agreement, ODADAS certifies present and future compliance with any court order for the withholding of support which is issued pursuant to sections 3113.21 to 3113.217 of the Ohio Revised Code.

N. Drug-Free Workplace

By executing this agreement, ODADAS certifies and affirms that, as applicable to the ODADAS, any subcontractor and/or independent contractor, including all field staff associated with the project agree to comply with all applicable state and federal laws regarding a drug-free workplace. The ODADAS shall make a good faith effort to ensure that all ODADAS employees, while working on State, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

Public Assistance Work Program Participants


TELEPHONE 97-010
APPROVAL DATE DEC 14 1990
08.11
m/n/199


By executing this agreement, ODADAS agrees to cooperate with ODHS and each County Department of Human Services in providing employment and other work opportunities for recipients of assistance under Chapter 5107 of the Revised Code and recipients of food stamps who are required by law to obtain employment or participate in a work program activity.

P.. Entirety of Agreement

All terms and conditions of this agreement are embodied herein. No other terms and conditions will be considered a part of this agreement unless expressly agreed upon in writing and signed by both parties.

APPROVED BY:


JACQUELINE ROMER-SENSKY
Director
Ohio Department of Human Services
30 East Broad Street, 32nd Floor
Columbus, Ohio 43266-0423


LUCILLE FLEMING
Director
Ohio Department of Alcohol and Drug Addiction Services
280 North High Street, Nationwide Plaza 2
Columbus, Ohio 43215-2539

DATE: 10/4/99

DATE: 9/28/99

THU 99-010
AC 11

DEC 14 1999

9/28/99